

09/23/2003 14:14 FAX 617 542 2241

MINTZ LEVIN

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09/23/2003 2:40PM; #491; Page 3/11

Attorney Docket No. 27476-504
(11635-004001)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Bradley et al.
Serial No.: 09/839,658
Filed: April 19, 2001
For: NOVEL COMPOSITIONS AND METHODS FOR ARRAY-BASED NUCLEIC
ACID HYBRIDIZATION

Commissioner for Patents
P. O. Box 1450
Alexandria, VA 22313-1450

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SEP 24 2003

REVOCATION BY ASSIGNEE AND NEW POWER OF ATTORNEY

Sir:

The undersigned, Baylor College of Medicine, the Assignee of the entire right, title, and interest in the above-identified patent application, Serial No. 09/839,658, filed April 19, 2001, which is assigned by assignments recorded on January 8, 2002 at Reel/Frame: 012449/0365 and at Reel/Frame 012524/0247 hereby revokes any and all former powers of attorney with respect to that application heretofore granted, and appoints the below listed attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith:

Attorney or Agent	Registration No.	Attorney or Agent	Registration No.
Danielle T. Abramson	52,539	Sean L. Ingram	48,283
Kevin Ainsworth	39,586	David E. Johnson	41,874
Ingrid Beattie	42,306	Christina Karnakis	45,899
William Belanger	40,509	Jennifer Karnakis	53,097
Charles E. Bell	48,128	Kristin E. Konzak	44,848
Naomi Biswas	38,384	Cynthia Kozakiewicz	42,764
Bradford C. Blaise	47,429	Alison Marcotte	51,998
Sean M. Coughlin	48,593	Scott D. Miller	43,803
David F. Crosby	36,400	A. Jason Mirabito	28,161
Brett N. Dorny	35,860	Jay Mitchell	P-54,316
Ivor R. Elrifi	39,329	James J. Namiki	51,148
Heidi A. Ertacher	45,499	Carol H. Peters	45,010
Flora Feng	51,673	Matthew Pavao	50,572
Eugene Feher	33,171	Michael Renaud	44,299
James G. Gatto	32,694	Robert J. Sayre	42,124
Richard Gervase	46,725	C. Eric Schulman	43,350
Matthew J. Golden	35,161	Gregory J. Sieczkiewicz	48,223
Sonia K. Guterman	44,729	Eric Sinn	40,177
James Hall	48,730	Prakash Subbiah	Limited Recognition
Paul Hayes	28,307	Janine Susan	46,119
Brian P. Hopkins	42,669	Howard Susser	33,556
Shane Hunter	41,858	Rick A. Toering	43,195
		Nicholas P. Triano III	36,397

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09/23/2003 2:40PM; #491; Page 4/11

U.S.S.N.: 09/839,658

of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, Massachusetts 02111, Customer No. 30623, as Applicant's attorneys with full power of substitution and revocation to take any and all action necessary with regard to the above-identified application.

Please address all telephone calls to: Sonia K. Guterman, at telephone number: 617/542-6000.

Please forward all correspondence to:

Sonia K. Guterman, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
Customer No. 30623

Please charge any fee or any fee deficiency occasioned by this document to Deposit Account No. 50-0311 (Ref. No.:27476-504).

Respectfully submitted,

Baylor College of Medicine



Name: W. Dalton Tomlin
Title: SVP General Counsel

Date: 9-19, 2003

Certification Under 37 C.F.R. §3.73(b)

BAYLOR COLLEGE OF MEDICINE, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of assignments of the patent application identified above, a copy of which is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of this application or any patent issued thereon.

Respectfully submitted,



Name:
Title:
BAYLOR COLLEGE OF MEDICINE

Date: 9-19, 2003

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SEP 24 2003

Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
Client Ref: OTA-00-51
Page 1 of 4

ASSIGNMENT

WHEREAS, I, Allan Bradley, Ph.D. (herein called "Inventor") am the inventor of a certain new and useful invention entitled "NOVEL COMPOSITIONS AND METHODS FOR ARRAY-BASED NUCLEIC ACID HYBRIDIZATION" (herein called the "Invention"); and

WHEREAS, at the time of the Invention, Inventor was an employee of The Howard Hughes Medical Institute, a Delaware corporation having a principal place of business at 4000 Jones Bridge Road, Chevy Chase, MD 20815-6789 (herein called "Institute") working at BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Baylor");

WHEREAS, Inventor represents that he and Wei Wen Cai are the sole and only inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Inventor was serving in his position at Institute;

WHEREAS, Baylor is desirous of acquiring and Inventor and Institute are desirous of assigning to Baylor all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy") and under the terms and provisions of that certain Agreement between Baylor and Institute dated as of November 11, 1986, (the "Collaboration Agreement");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Baylor of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, the Institute and Baylor cooperate in the active conduct of medical research pursuant to the Collaboration Agreement;

Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
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Page 2 of 4

WHEREAS, Inventor acknowledges that he is assigning his right as part of his obligations as employee of Institute and Institute acknowledges that it is assigning its right as part of the Collaboration Agreement.

NOW, THEREFORE, Inventor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Inventor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Institute, under the terms and conditions of Baylor's Patent Policy all of Inventor's rights throughout the world in and to:

1. Said Invention;
2. United States of America patent application on said Invention filed concurrently;
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Inventor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said Invention to Inventor or his legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, renewals, reissues, extension and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;
6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
Client Ref. OTA-00-51
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7. The right to Baylor to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection. (collectively the rights in paragraphs 1 through 8 are herein called "Assigned Rights")

NOW, THEREFORE, Institute, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Institute under the Collaboration Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Baylor, under the terms and conditions of the Collaboration Agreement all of Institute's rights throughout the world in and to the Assigned Rights.

Each of Inventor and Institute covenant that each and, their heirs, legal representatives, assigns, administrators, and executors will, at the expense of Baylor, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Baylor, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy and the Collaboration Agreement. All payments made to, or equity received by, Inventor or Institute from any corporation or other entity commercializing the Invention shall be in exchange for Inventor' and Institute's assignment of the Invention hereunder and pursuant to rights under the Baylor Patent Policy and the Collaboration Agreement.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

Assignment U.S. Serial Number 09/839,658
 Atty Docket No. 11635-004001
 Client Ref: OTA-00-51
 Page 4 of 4

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite our signatures.

Dated: 4th Dec 2001

Inventor

Name: Allan Bradley, Ph.D.

Dated _____

Howard Hughes Medical Institute

Name: Gerald M. Rubin, Ph.D.

Title: Vice President for Biomedical Research

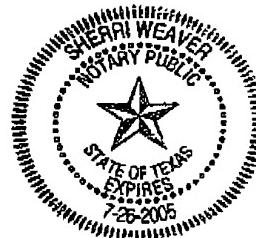
THE STATE OF Texas §
 §
 COUNTY OF Harris §

This instrument was acknowledged by Sherri Weaver, on the 4 day of
December, 2001.

Notary Public in and for

Sherri Weaver

HTML: 1788
 Baylor: OTA 00-51



Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
Client Ref: OTA-00-51
Page 1 of 3

ASSIGNMENT

WHEREAS, I, WEI WEN CAI, a citizen of China, residing in Pearland, Texas, (herein called "Assignor") am one of the inventors of a certain new and useful invention entitled "NOVEL COMPOSITIONS AND METHODS FOR ARRAY-BASED NUCLEIC ACID HYBRIDIZATION" (herein called the "Invention"); and

WHEREAS, Assignor is an employee (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignor represents that he is one of the inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignor was serving in their positions as College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignor acknowledges that he is assigning his right as part of his obligations as College Personnel, his use of the facilities of Assignee to make the Invention and his desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignor's rights throughout the world in and to:

1. Said Invention;
2. United States of America patent application on said Invention filed concurrently;
3. All applications for patent or like protection on said Invention that have now been or may in the future be filed by Assignors or their legal representatives, whether in the United States of America or any other country or place anywhere in the world;

Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
Client Ref: OTA-00-51
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4. All patents and like protection that have now been or may in the future be granted on said Invention to Assignors or their legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

5. All substitutions for and divisions, continuations, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

6. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

7. The right to Assignee to file in its name applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

8. All international rights or priority associated with said Invention, applications, patents and like protection.

Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignor from any corporation or other entity commercializing the Invention shall be in exchange for Assignor's assignment of the Invention hereunder and pursuant to Assignor's rights under the Baylor Patent Policy.

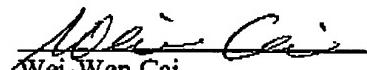
The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

Assignment U.S. Serial Number 09/839,658
Atty Docket No. 11635-004001
Client Ref: OTA-00-51
Page 3 of 3

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite my signature.

DATE 10/02/2001

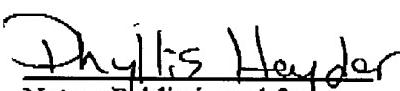

Wei-Wen Cai

THE STATE OF TEXAS

\$
\$
\$

COUNTY OF HARRIS

This instrument was acknowledged by WEI WEN CAI, on the
2nd day of October, 2001.


Phyllis Heyder
Notary Public in and for
the State of Texas

My Commission Expires:

11-18-2004

